

# Exhibit A

## LEHMAN BROTHERS BANK, FSB

### LOAN PURCHASE AGREEMENT

#### (SERVICING RELEASED TRANSACTIONS)

This is a LOAN PURCHASE AGREEMENT (the "Agreement"), dated as of 09-08, 2004, [Seller No. 7626], by and between Lehman Brothers Bank FSB, having an office at 921 North Orange Street, Wilmington, Delaware 19801 ("LBB") and First Pacific Financial, Inc. having an office at 4 Hutten Centre Drive, Suite 500, Santa Ana, CA 92707 (the "Seller").

#### WITNESSETH:

WHEREAS, the Seller desires to sell, from time to time, to LBB, and LBB desires to purchase, from time to time, from the Seller, certain conventional, adjustable and/or fixed-rate residential mortgage loans (the "Mortgage Loans") which shall be delivered on a servicing released basis, on various dates (each a "Purchasing Date") as provided in the Aurora Loan Services Inc. Seller's Guide, as amended from time to time (the "Seller's Guide");

WHEREAS, each Mortgage Loan is secured by a mortgage, deed of trust or other security instrument creating a valid lien on a residential dwelling located in the jurisdiction indicated in the Delivery Commitment Confirmation for the related Mortgage Loan;

WHEREAS, LBB and the Seller have agreed that the Mortgage Loans shall be conveyed in the manner set forth in the Seller's Guide; and

WHEREAS, this Agreement is the "Loan Purchase Agreement" referred to in Section 100 of the Seller's Guide;

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, LBB and the Seller agree as follows:

**SECTION 1. Agreement to Purchase.** The Seller agrees to sell, and LBB agrees to purchase, from time to time, Mortgage Loans as further described in the related Purchase Advice and the related servicing rights thereto, pursuant to the terms and conditions of the Seller's Guide.

**SECTION 2. Incorporation of Seller's Guide, Conflicts Seller Agreement.** The terms and provisions of the Seller's Guide and all forms therein are hereby incorporated and made a part hereof and are an integral part of this Agreement. In the event of any conflict, inconsistency or discrepancy between any of the provisions of the Seller's Guide and any of the provisions of this Agreement, the provisions of this Agreement shall control and be binding upon LBB and the Seller. The Seller hereby (i) acknowledges that it has received and reviewed the Seller's Guide and (ii) agrees to be bound by the terms and conditions set forth therein.

**SECTION 3. Counterparts.** This Agreement may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

**SECTION 4. Successors and Assigns; Assignment of Loan Purchase Agreement.** This Agreement shall bind and inure to the benefit of and be enforceable by the Seller and LBB and their respective successors and assigns. This Agreement shall not be assigned, pledged or hypothecated by the Seller to a third party without the consent of LBB.

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SECTION 5 Defined Terms. Capitalized terms used but not defined herein shall have the respective meanings set forth in Section 8 of the Seller's Guide.

SECTION 6 Costs. All costs and expenses incurred in connection with the transfer and delivery of the Mortgage Loans, shall be paid by the party identified in the Seller's Guide, as applicable, or if no party is identified, by the Seller.

SECTION 7. Notices. All demands, notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed, by registered or certified mail, return receipt requested, or, if by other means, when received by the other party at (i) the address in the Seller's Guide if to LBB, and (ii) as follows if to the Seller:

Attn.: Robert W. Telles  
First Pacific Financial, Inc.  
4 Hutton Centre Drive, Suite 500  
Santa Ana, CA 92707

or such other address as may hereafter be furnished to the other party by like notice. Any such demand, notice or communication hereunder shall be deemed to have been received on the date delivered to or received at the premises of the addressee (as evidenced, in the case of registered or certified mail, by the date noted on the return receipt).

SECTION 8. Governing Law. This Agreement and the Seller's Guide shall be construed in accordance with the laws of the State of New York and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with the laws of the State of New York, except to the extent preempted by Federal law.

SECTION 9. Waivers. No term or provision of this Agreement may be waived or modified unless such waiver or modification is in writing and signed by the party against whom such waiver or modification is sought to be enforced.

SECTION 10 Reproduction of Documents. This Agreement and all documents relating hereto, including, without limitation, (a) consents, waivers and modifications which may hereafter be executed, (b) documents received by any party at the closing, and (c) financial statements, certificates and other information previously or hereafter furnished, may be reproduced by any photographic, photostatic, microfilm, micro-card, miniature photographic or other similar process. The parties agree that any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence and whether or not such reproduction was made by a party in the regular course of business, and that any enlargement, facsimile or further reproduction of such reproduction shall likewise be admissible in evidence.

SECTION 11. Further Agreements. The Seller and LBB each agree to execute and deliver to the other such reasonable and appropriate additional documents, instruments or agreements as may be necessary or appropriate to effectuate the purposes of the Seller's Guide.

SECTION 12. Confidentiality. The Seller hereby agrees that the terms and conditions of any Purchase Advice, this Agreement, the Seller's Guide and all Delivery Commitments shall be kept confidential and their contents shall not be divulged to any party without LBB's consent except to the extent that it is necessary for the Seller to do so in working with legal counsel, auditors, taxing authorities or other governmental agencies.

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SECTION 13. State of Incorporation. The Seller is duly organized validly existing and in good standing under the laws of the state of California.

SECTION 14. Restrictions on Publicity. Without the prior written consent of ALS, Seller shall not use the corporate names, logos, brand names, trademarks, trade names or service marks of ALS, Lehman Brothers, Lehman Brothers Bank, F.S.B., or any of their respective affiliates, or otherwise identify ALS, Lehman Brothers, Lehman Brothers Bank, F.S.B., or any of their respective affiliates, in Seller's advertising, marketing or promotional material, publicity releases, communications with the press, customer listings, testimonials, websites, any other material distributed by or on behalf of Seller or in any proposals to prospective borrowers, brokers, clients or appraisers.

SECTION 15. Incorporation of Addendum to Loan Purchase Agreement. This Agreement hereby incorporates by this reference, the terms, conditions, and language in the ADDENDUM TO LOAN PURCHASE AGREEMENT entered into on September 22, 1998 by and between Aurora Loan Services, Inc and First Pacific Financial, Inc, and attached hereto as Exhibit A.

IN WITNESS WHEREOF, the Seller and LBB have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the date first above written.

LEHMAN BROTHERS BANK, FSB

(Purchaser)

By: Alden M. Stoll

Name: Alden M. Stoll

Title: EVP

(Seller)

By: Robert W. Telles

Name: Robert W. Telles

Title: CFO

**ADDENDUM TO LOAN PURCHASE AGREEMENT**

THIS ADDENDUM ("Addendum") is made this 9th day of September, 2004, by and between Lehman Brothers Bank, FSB ("Lehman Brothers") and First Pacific Financial, Inc., ("Seller").

WHEREAS, Lehman Brothers and Seller have executed that certain Loan Purchase Agreement (the "Agreement") dated the 9th day of September, 2004; and

WHEREAS, Lehman Brothers and Seller wish to amend certain terms, provisions and conditions of the Agreement and the Seller's Guide (the "Seller's Guide"), as incorporated into the Agreement;

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lehman Brothers and Seller agree as follows:

1. Capitalized terms used and not defined herein shall have their respective meanings under the Agreement.
2. With respect to the following provisions of the Seller's Guide, as incorporated into the Agreement, the following amendments shall be made:
  - a) The first sentence of the final paragraph of Section 710 of the Seller's Guide, as incorporated into the Agreement, shall be deleted in its entirety.
  - b) Section 714 of the Seller's Guide, as incorporated into the Agreement, shall be deleted in its entirety and there shall be substituted in lieu thereof the following:

"For a period of twelve (12) months from and after the closing date of any Mortgage Loan and the sale of such Mortgage Loan by Seller to Lehman Brothers, Seller agrees that it shall not directly target any mortgagor for the refinancing of such Mortgage Loan. This prohibition shall not restrict Seller from advertising to the general public Seller's loan products or from taking any action which is not designed to target a specific group or class of mortgagors, including without limitation, mortgagors represented by Mortgage Loans sold to Lehman Brothers by Seller."
  - c) Section 716 of the Seller's Guide, as incorporated into the Agreement, shall be deleted in its entirety and there shall be substituted in lieu thereof the following:

"If a Mortgage Loan is paid in full within three (3) months of the Purchase Date, Seller will reimburse Lehman Brothers that portion of the Purchase Price in excess of par multiplied by the Unpaid Principal Balance as of the date of payment in full, net of Prepayment charges collected."
3. Other than as specifically set forth herein, the terms, provisions and conditions of the Agreement shall remain in full force and effect. All references herein to changes or amendments to the Seller's Guide are solely for the purposes of amending the Agreement,

Addendum to Loan Purchase Agreement  
First Pacific Financial, Inc.  
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and no such changes or amendments shall affect any term or provision of the Seller's Guide with respect to any person other than the Seller under the Agreement.

4. This Addendum may be executed simultaneously in any number of counterparts. Each counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Seller and Lehman Brothers have caused their names to be signed hereto by their respective officers thereunto duly authorized as of the date first written above.

LEHMAN BROTHERS BANK, FSB  
(Purchaser)

By: [Signature]  
Name: Alden M. Stout  
Title: EVP

FIRST PACIFIC FINANCIAL, INC.  
(Seller)

By: [Signature]  
Name: Robert Teller  
Title: CEO